

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING DO-C9	PAGE OF 1 23 PAGES
2. CONTRACT NO.	3. SOLICITATION NO. N00173-04-R-CR01	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED FEB 17, 2004	6. REQUISITION/PURCHASE NO. 55-2212-03	
7. ISSUED BY CONTRACTING OFFICER NAVAL RESEARCH LABORATORY ATTN: CODE 3220.CR WASHINGTON DC 20375-5326		CODE N00173	8. ADDRESS OFFER TO (If other than Item 7)		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 3 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in See Section L-2 until 4PM local time MAR 19, 2004
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Alan Wayne Crupi	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (202) 767-3595
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)	10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS
	%	%	%	%

14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
	<input type="checkbox"/>		

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)

24. ADMINISTERED BY (If other than Item 7)	25. PAYMENT WILL BE MADE BY

26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA	28. AWARD DATE
	(Signature of Contracting Officer)	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

**PART I - THE SCHEDULE
SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS**

B-1 SUPPLIES/SERVICES AND COSTS

ITEM NUMBER	SUPPLIES/SERVICES	ESTIMATED COST	FIXED FEE	ESTIMATED COST PLUS FIXED FEE
0001	The contractor shall provide Research and Development, Engineering and Technical support in accordance with Section C.	\$	\$	\$
0002	Data in accordance with Exhibit A (DD 1423).	NSP*	NSP	NSP

TOTAL EST. COST PLUS FIXED FEE	\$	\$	\$
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** Not Separately Priced*

NOTICE TO OFFERORS: In addition to inserting the estimated cost and fixed fee for the base year above, the estimated cost and fixed fee for each optional extension of the term of the contract are to be inserted in Section H.

SECTION C
DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C-1 STATEMENT OF WORK

The work and services to be performed hereunder shall be subject to the requirements and standards contained in Attachment (1), Statement of Work, with Exhibit A, Contract Data Requirements List, and all other Attachments cited in Section J, which are incorporated by reference into Section C.

C-2 REQUIREMENTS FOR ON-SITE CONTRACTORS

For those portions of the work under this contract performed at any NRL site, the contractor shall comply with the Requirements for On-Site Contractors dated 08 October 2002 which are hereby incorporated by reference. The full text is available at <http://heron.nrl.navy.mil/contracts/home.htm>.

SECTION D
PACKAGING AND MARKING

D-1 PACKAGING AND MARKING

Preservation, packaging, packing and marking of all deliverable contract line items must conform to normal commercial packing standards to assure safe delivery at destination.

SECTION E
INSPECTION AND ACCEPTANCE

E-1 INSPECTION AND ACCEPTANCE CLAUSES INCORPORATED BY REFERENCE

FAR CLAUSE TITLE

- 52.246-8 - Inspection Of Research And Development - Cost Reimbursement (MAR 2001)
- 52.246-9 - Inspection Of Research And Development (Short Form) (APR 1984)

DFARS CLAUSE TITLE

- 252.246-7000 - Material Inspection And Receiving Report (MAR 2003)

E-2 INSPECTION AND ACCEPTANCE

Inspection and acceptance of the final delivery will be accomplished by the Technical Manager (TM) or Contracting Officer Representative (COR) designated in Section G of this contract. Inspection and acceptance will be performed at the Naval Research Laboratory, Washington DC 20375-5320 and/or the sites listed in Attachment (1) – Statement of Work.

SECTION F
DELIVERIES OR PERFORMANCE

F-1 DELIVERIES OR PERFORMANCE CLAUSES INCORPORATED BY REFERENCE:

FAR CLAUSE TITLE

52.242-15 - Stop-Work Order (AUG 1989) - Alternate I (APR 1984)
52.247-34 - F.O.B. Destination (NOV 1991)

F-2 PERIOD AND PLACE OF PERFORMANCE

(a) The term of this contract is from date of contract award through 12 months thereafter with four options that will extend the period of performance for an additional 12 months each, if exercised.

(b) The principal place of performance of this contract shall be at the Contractors facility.

SECTION G
CONTRACT ADMINISTRATION DATA

G-1 PROCURING OFFICE REPRESENTATIVE

In order to expedite administration of the contract, the Administrative Contracting Officer (ACO) will direct inquiries to the appropriate office listed below. Please do not direct routine inquiries to the person listed in Item 20A on Standard Form 26.

Security Matters- Contracting Officer for Security, Code 1221, (202) 767-2240, DSN 297-2240, email security-group@nrl.navy.mil

Safety Matters- Head Safety Branch, Code 3540, (202) 767-2232, DSN 297-2232, email safety@nrl.navy.mil

Patent Matters-Associate Counsel (Intellectual Property), Code 1008.2, (202) 404-1552, DSN 297-1552, email patents@nrl.navy.mil

Release of Data-Public Affairs Officer, Code 1030 (202) 767-2541, DSN 297-2541, email publicaffairs@nrl.navy.mil

G-2 CONTRACTING OFFICER'S REPRESENTATIVE (COR) - FUNCTIONS AND LIMITATIONS

* is hereby designated the cognizant COR who will represent the Contracting Officer in the administration of technical details within the scope of this contract and inspection and acceptance. The COR is not otherwise authorized to make any representations or commitments of any kind on

behalf of the Contracting Officer or the Government. The COR does not have the authority to alter the Contractor's obligations or change the specifications in the contract. If, as a result of technical discussions, it is desirable to alter contract obligations or statements of work, a modification must be issued in writing and signed by the Contracting Officer. The COR is responsible for reviewing the bills and charges submitted by the Contractor and informing the ACO of areas where exceptions are to be taken.

(* To be completed at time of award)

G-3 TECHNICAL DIRECTION MEMORANDUM (TDM)

- (a) For the purposes of this clause, technical direction includes the following:
 - (1) Direction to the Contractor which shifts work emphasis between work areas or tasks, requires pursuit of certain lines of inquiry, fills in details or otherwise describes work which will accomplish the objectives described in the statement of work;
 - (2) Guidelines to the Contractor, which assist in interpretation of drawings, specifications or technical portions of, work description.
- (b) Technical instructions must be within the scope of work stated in the contract. Technical instructions may not be used to:
 - (1) Assign additional work under the contract;
 - (2) Direct a change as defined in the contract clause entitled "Changes";
 - (3) Increase or decrease the estimated contract cost, the fixed fee, or the time required for contract performance; or
 - (4) Change any of the terms, conditions or specifications of the contract
- (c) The TDM shall be written by the Contracting Officer's Representative (COR), with the original given to the Contractor and a copy retained in the CORs file. Technical direction may be issued orally only in emergency situations. If technical direction is issued orally, a TDM must follow within two (2) working days from the date of the oral direction. Amendments, corrections, or changes to TDMs shall also be in written format and shall include all the information set forth in paragraph (e) below.
- (d) A TDM shall be considered issued when the Government deposits it in the mail, or if transmitted by other means, when it is physically delivered to the contractor.
- (e) TDMs shall include, but not be limited to, the following information:
 - (1) Date of TDM,
 - (2) Contract Number,
 - (3) Reference to the relevant portion or item in the Statement of Work,
 - (4) The specific technical direction or clarification, and
 - (5) The signature of the COR.
- (f) CORs shall retain all files containing TDMs for a period of two (2) years after the final contract completion date.
- (g) The only individual authorized in any way to amend or modify any of the terms of this contract shall be the Contracting Officer. When, in the opinion of the Contractor, any technical direction calls for effort outside the scope of the contract or inconsistent with this special provision, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after its receipt.

G-4 SUBCONTRACTORS/CONSULTANTS

(a) Advance notification or requests for consent pursuant to the contract clause entitled "Subcontracts" (FAR 52.244-2) shall be directed to the cognizant administrative contracting officer (ACO).

(b) The following subcontractors/consultants have been identified in the Contractor's proposal as necessary for performance of this contract:

Subcontractor/Consultant Name

Estimated Cost

(Paragraph (b) will be included and filled in at time of award if subcontractor/consultants are proposed by the successful offeror)

G-5 INCREMENTAL FUNDING

Pursuant to the Limitation of Funds clause (FAR 52.232-22), the total amount allotted to this contract is \$ * and it is estimated that this amount is sufficient for contract performance through * .

(this provision will be included and completed at time of award, if applicable)*

G-6 INFORMATIONAL SUBLINE ITEMS

It is anticipated that the research and development services performed under this contract will be paid for from multiple sources of funds. Informational subline items will be established as necessary to identify each accounting citation classification.

G-7 SPECIAL PAYMENT INSTRUCTIONS- MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS (COST-REIMBURSEMENT)

Payments shall be made in accordance with the ACRN(s) cited on the contractor's invoice. The Contractor may contact the COR regarding which ACRN(s) to cite on an invoice.

**SECTION H
SPECIAL CONTRACT REQUIREMENTS****H-1 TYPE OF CONTRACT**

This is a *

*(*To be completed at time of award)*

H-2 ONR 5252.237-9705 - KEY PERSONNEL (DEC 88)

(a) The Contractor agrees to assign to the contract tasks those persons whose resumes were submitted with its proposal and who are necessary to fulfill the requirements of the contract as "key personnel". No substitutions may be made except in accordance with this clause.

(b) The Contractor understands that during the first ninety (90) days of the contract performance period, no personnel substitutions will be permitted unless these substitutions are unavoidable because of the incumbent's sudden illness, death or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer and provide the information described in paragraph (c) below. After the initial ninety (90) day period the Contractor must submit to the Contracting Officer all proposed substitutions, in writing, at least thirty (30) days in advance (sixty (60) days if security clearance must be obtained) of any proposed substitution and provide the information required by paragraph (c) below.

(c) Any request for substitution must include a detailed explanation of the circumstances necessitating the proposed substitution, a resume for the proposed substitute, and any other information requested by the Contracting Officer. Any proposed substitute must have qualifications equal to or superior to the qualifications of the incumbent. The Contracting Officer or his/her authorized representative will evaluate such requests and promptly notify the Contractor of his/her approval or disapproval thereof.

(d) In the event that any of the identified key personnel cease to perform under the contract and the substitute is disapproved, the contract may be immediately terminated in accordance with the Termination clause of the contract.

The following are identified as key personnel:

*(* To be completed at time of award)*

Labor Category	First/M/Last Name
Electrical/Telecommunications Engineer	*
Computer Scientist	*

H-3 ONR 5252.216-9706 - LEVEL OF EFFORT (DEC 88)

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in this contract. The total level of effort for performance of this contract shall be 7,600 total hours of direct labor for the basic award and 7,600 total hours for each option period, if exercised, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort. A breakdown of labor categories and hours is set forth in paragraph (k) below.

(b) The level of effort for this contract shall be expended at an average rate of 633 hours per month. It is understood and agreed that the rate of hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total hours of effort prior to the expiration of the term of the contract.

(c) The Contractor is required to notify the Contracting Officer when any of the following situations

occur, or are anticipated to occur: If during any three consecutive months the monthly average is exceeded by 25% or, if at any time it is forecast that during the last three months of the contract less than 50% of the monthly average will be used during any given month; or, when 85% of the total level of effort has been expended.

(d) If, during the term of the contract, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total hours of effort specified would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing, setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fixed fee together with an offer setting forth a proposed level of effort, cost breakdown, and proposed fixed fee for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

(e) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

(f) If the total level of effort specified in paragraph (a) above is not provided by the Contractor during the term of this contract, the Contracting Officer shall either (i) reduce the fixed fee of this contract as follows:

$$\text{Fee Reduction} = \text{Fixed Fee} \times \frac{(\text{Required LOE Hours} - \text{Expended LOE Hours})}{\text{Required LOE Hours}}$$

or (ii) subject to the provisions of the clause of this contract entitled "Limitation of Cost," require the Contractor to continue to perform the work until the total number of hours of direct labor specified in paragraph (a) shall have been expended, at no increase in the fixed fee of this contract.

(g) In the event the government fails to fully fund the contract in a timely manner, the term of the contract may be extended accordingly with no change to cost or fee. If the government fails to fully fund the contract, the fee will be adjusted in direct proportion to that effort which was performed.

(h) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish hours up to five percent in excess of the total hours specified in paragraph (a) above, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fixed fee is required, and no adjustment in the fixed fee shall be made provided that the Contractor has delivered at least 95% of the level of effort required in paragraph (a) above.

(i) It is understood that the mix of labor categories provided by the Contractor under the contract, as well as the distribution of effort among those categories, may vary considerably from the initial mix and distribution of effort which was estimated by the government or proposed by the Contractor.

(j) Nothing herein shall be construed to alter or waive any of the rights or obligations of either party pursuant to the Clause entitled "Limitation of Costs" or "Limitation of Funds," either of which clauses as incorporated herein applies to this contract.

(k) The anticipated breakdown by labor category of the total level of effort is as follows:

LABOR CATEGORY	Base	Option I If exercised	Option I If exercised	Option I If exercised	Option I If exercised
Electrical/Telecommunications Engineer (Key Personnel)	1900	1900	1900	1900	1900
Information Assurance Engineer	1900	1900	1900	1900	1900
Computer Scientist (Key Personnel)	1900	1900	1900	1900	1900
Computer Specialist and/or Program Analyst	1900	1900	1900	1900	1900
Totals	7600	7600	7600	7600	7600

H-4 ONR 5252.235-9714 - REPORT PREPARATION (FEB 02)

Scientific or technical reports prepared by the Contractor and deliverable under the terms of this contract will be prepared in accordance with format requirements contained in ANSI/NISO Z39.18-1995, Scientific and Technical Reports: Elements, Organization, and Design.

[NOTE: All NISO American National Standards are available as free, downloadable pdf(s) at <http://www.niso.org/standards/index.html> . NISO standards can also be purchased in hardcopy form from NISO Press Fulfillment, P. O. Box 451, Annapolis Junction, MD 20701-0451 USA. Telephone U.S. and Canada: (877) 736-6476; Outside the U.S. and Canada: 301-362-6904 ax: 301-206-9789.]

H-5 ELECTRONIC AND INFORMATION TECHNOLOGY (EIT)

In accordance with Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), all EIT supplies and services provided under this contract must comply with the applicable accessibility standards issued by the Architectural and Transportation Barriers Compliance Board at 36 CFR part 1194 (see FAR Subpart 39.2). Electronic and information technology (EIT) is defined at FAR 2.101.

H-6 OPTION TO EXTEND THE TERM OF THE CONTRACT

This contract shall be renewable at the unilateral option of the Government by the Contracting Officer giving written notice of renewal to the Contractor within the existing term of the contract. The Government may exercise its option to renew the contract a total of 4 times and each such renewal shall extend the term of the contract by twelve (12) months. The Contractor agrees that performance under each such renewal shall be accomplished in accordance with all of the terms and conditions of this contract and at the estimated cost and fixed fee set forth below:

First Option

Estimated Cost:	\$
Fixed Fee:	\$
Estimated Cost Plus Fixed Fee:	\$

Second Option

Estimated Cost:	\$
Fixed Fee:	\$
Estimated Cost Plus Fixed Fee:	\$

Third Option

Estimated Cost:	\$
Fixed Fee:	\$
Estimated Cost Plus Fixed Fee:	\$

Fourth Option

Estimated Cost:	\$
Fixed Fee:	\$
Estimated Cost Plus Fixed Fee:	\$

H-7 ON-SITE USE OF GOVERNMENT PROPERTY

Government facilities and equipment specified or approved for use in the performance of any portion of the contract at the U.S. Naval Research Laboratory (NRL) or any of its field sites may be used by the contractor's personnel on a rent free basis. All such property shall be considered to remain in the possession and control of the NRL for property responsibility and accountability purposes.

H-8 REPRESENTATIONS AND CERTIFICATIONS

The Contractor's completed Representations, Certifications, and Other Statements of Offerors or Respondents is incorporated herein by reference in any resultant award.

PART II - CONTRACT CLAUSES
SECTION I
CONTRACT CLAUSES

I-1 52.252-2 - CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

<http://heron.nrl.navy.mil/contracts/home.htm>

a. FEDERAL ACQUISITION REGULATION CLAUSES

<u>FAR CLAUSE</u>	<u>TITLE</u>
52.202-1	- Definitions (DEC 2001)
52.203-3	- Gratuities (APR 1984)
52.203-5	- Covenant Against Contingent Fees (APR 1984)
52.203-6	- Restrictions On Subcontractor Sales To The Government (JUL 1995)
52.203-7	- Anti-Kickback Procedures (JUL 1995)
52-203-8	- Cancellation, Rescission, And Recovery Of Funds For Illegal Or Improper Activity (JAN 1997)
52.203-10	- Price Or Fee Adjustment For Illegal Or Improper Activity (JAN 1997)
52.203-12	- Limitation On Payments To Influence Certain Federal Transactions (JUN 2003)
52.204-2	- Security Requirements (AUG 1996)
52.204-4	- Printed Or Copied Double-Sided On Recycled Paper (AUG 2000)
52.209-6	- Protecting The Government's Interest When Subcontracting With Contractors Debarred, Suspended, Or Proposed For Debarment (JUL 1995)
52.211-15	- Defense Priority And Allocation Requirements (SEP 1990)
52.215-2	- Audit And Records-Negotiation (JUN 1999)
52.215-8	- Order Of Precedence - Uniform Contract Format (OCT 1997)
52.215-11	- Price Reduction For Defective Cost Or Pricing Data - Modifications (OCT 1997)
52.215-13	- Subcontractor Cost Or Pricing Data Modifications (OCT 1997)
52.215-14	- Integrity Of Unit Prices (OCT 1997)
52.215-15	- Pension Adjustments And Asset Reversions (JAN 2004)
52.215-17	- Waiver Of Facilities Capital Cost Of Money (OCT 1997) (<i>will be included if the successful offeror does not propose facilities capital cost of money</i>)
52.215-18	- Reversion Or Adjustment Of Plans For Post-Retirement Benefits (PRB) Other Than Pensions (OCT 1997)
52.215-19	- Notification Of Ownership Changes (OCT 1997)
52.215-21	- Requirements For Cost Or Pricing Data Or Information Other Than Cost or Pricing Data -Modifications (OCT 1997)
52.216-7	- Allowable Cost And Payment (DEC 2002) (fill in <u>30th</u>
52.216-8	- Fixed-Fee (MAR 1997)
52.219-4	- Notice Of Price Evaluation Preference For HUBZone Small Business Concerns (JAN 1999) <input type="checkbox"/> Offeror elects to waive the evaluation preference.
52.219-6	- Notice Of Total Small-Business Set-Aside (JUN 2003)

- 52.219-8 - Utilization Of Small Business Concerns (OCT 2000)
- 52.219-14 - Limitations On Subcontracting (DEC 1996)
- 52.222-2 - Payment For Overtime Premiums (JUL 1990) -The Use Of Overtime Is Authorized Under This Contract If The Overtime Premium Does Not Exceed "0"
- 52.222-3 - Convict Labor (JUN 2003)
- 52.222-21 - Prohibition Of Segregated Facilities (FEB 1999)
- 52.222-26 - Equal Opportunity (APR 2002)
- 52.222-35 - Equal Opportunity For Special Disabled Veterans, Veterans Of The Vietnam Era, And Other Eligible Veterans (DEC 2001)
- 52.222-36 - Affirmative Action For Workers With Disabilities (JUN 1998)
- 52.222-37 - Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, And Other Eligible Veterans (DEC 2001)
- 52.223-3 - Hazardous Material Identification And Material Safety Data (JAN 1997)
- 52.223-5 - Pollution Prevention And Right-To-Know Information (AUG 2003)
- 52.223-6 - Drug-Free Workplace (MAY 2001)
- 52.223-10 - Waste Reduction Program (AUG 2000)
- 52.223-14 - Toxic Chemical Release Reporting (AUG 2003)
- 52.225-13 - Restrictions On Certain Foreign Purchases (JAN 2004)
- 52.227-1 - Authorization And Consent (JUL 1995)- Alternate I (APR 1984)
- 52.227-2 - Notice And Assistance Regarding Patent And Copyright Infringement (AUG 1996)
- 52.227-10 - Filing Of Patent Application- Classified Subject Matter (APR 1984)
- 52.227-11 - Patent Rights - Retention By The Contractor (Short Form) (JUN 1997)
- 52.228-7 - Insurance - Liability To Third Persons (MAR 1996)
- 52.232-9 - Limitation On Withholding Of Payments (APR 1984)
- 52.232-17 - Interest (JUN 1996)
- 52.232-18 - Availability Of Funds (APR 1984)
- 52.232-20 - Limitation Of Cost (APR 1984) (*Applicable when the contract or task order is fully funded*)
- 52.232-22 - Limitation Of Funds (APR 1984) (*Applicable when the contract or task order is not fully funded*)
- 52.232-23 - Assignment Of Claims (JAN 1986) Alternate I (APR 1984)
- 52.232-25 - Prompt Payment (OCT 2003) Alternate I (FEB 2002)
- 52.232-33 - Payment By Electronic Funds Transfer-Central Contractor Registration (OCT 2003)
- 52.233-1 - Disputes (JUL 2002)
- 52.233-3 - Protest After Award (AUG 1996) - Alternate I (JUN 1985)
- 52.237-2 - Protection Of Government Buildings, Equipment And Vegetation (APR 1984)
- 52.237-3 - Continuity Of Services (JAN 1991)
- 52.242-1 - Notice Of Intent To Disallow Costs (APR 1984)
- 52.242-3 - Penalties For Unallowable Costs (MAY 2001)
- 52.242-13 - Bankruptcy (JUL 1995)
- 52.243-2 - Changes - Cost-Reimbursement (AUG 1987) - Alternate V (APR 1984)
- 52.243-6 - Change Order Accounting (APR 1984)
- 52.243-7 - Notification Of Changes (APR 1984)fill in 30
- 52.244-2 - Subcontracts (AUG 1998) - Alternate I (AUG 1998)
- 52.244-5 - Competition In Subcontracting (DEC 1996)
- 52.244-6 - Subcontracts For Commercial Items And Commercial Components (APR 2003)
- 52.245-5 - Government Property (Cost-Reimbursement, Time-And-Material, Or Labor-Hour Contracts) (JUN 2003) (DEVIATION)

- 52.246-23 - Limitation Of Liability (FEB 1997)
- 52.246-25 - Limitation Of Liability - Services (FEB 1997)
- 52.247-1 - Commercial Bill Of Lading Notations (APR 1984)
- 52.247-63 - Preference For U. S. Flag Carriers (JUN 2003)
- 52.249-6 - Termination (Cost-Reimbursement) (SEP 1996)
- 52.249-14 - Excusable Delays (APR 1984)
- 52.251-1 - Government Supply Sources (APR 1984)
- 52.252-6 - Authorized Deviations in Clauses (APR 1984)(fill in Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2))
- 52.253-1 - Computer Generated Forms (JAN 1991)

b. DEPARTMENT OF DEFENSE FEDERAL ACQUISITION REGULATION CLAUSES

DFARS CLAUSE TITLE

- 252.201-7000 - Contracting Officer's Representative (DEC 1991)
- 252.203-7001 - Prohibition On Persons Convicted Of Fraud Or Other Defense Contract Related Felonies (MAR 1999)
- 252.203-7002 - Display Of DoD Hotline Poster (DEC 1991)
- 252.204-7000 - Disclosure Of Information (DEC 1991)
- 252.204-7003 - Control Of Government Personnel Work Product (APR 1992)
- 252.204-7004 - Alternate A (NOV 2003)
- 252.204-7005 - Oral Attestation Of Security Responsibilities (NOV 2001)
- 252.205-7000 - Provision Of Information To Cooperative Agreement Holders (DEC 1991)
- 252.209-7000 - Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate-Range Nuclear Forces (INF) Treaty (NOV 1995)
- 252.209-7004 - Subcontracting With Firms That Are Owned Or Controlled By The Government Of A Terrorist Country (MAR 1998)
- 252.215-7000 - Pricing Adjustments (DEC 1991)
- 252.223-7004 - Drug-Free Work Force (SEP 1988)
- 252.223-7006 - Prohibition On Storage And Disposal Of Toxic And Hazardous Materials (APR 1993)
- 252.225-7001 - Buy American Act And Balance Of Payments Program (APR 2003)
- 252.225-7002 - Qualifying Country Sources As Subcontractors (APR 2003)
- 252.225-7012 - Preference For Certain Domestic Commodities (FEB 2003)
- 252.225-7031 - Secondary Arab Boycott Of Israel (APR 2003)
- 252.226-7001 - Utilization of Indian Organizations and Indian-Owned Economic Enterprises-DoD Contracts (SEP 2001)
- 252.227-7000 - Non Estoppel (OCT 1966)
- 252.227-7001 - Release Of Past Infringement (AUG 1984)
- 252.227-7013 - Rights In Technical Data -- Noncommercial Items (NOV 1995) - Alternate I (JUN 1995)
- 252.227-7014 - Rights In Noncommercial Computer Software And Noncommercial Computer Software Documentation (JUN 1995) - Alternate I (JUN 1995)
- 252.227-7016 - Rights In Bid Or Proposal Information (JUN 1995)
- 252.227-7019 - Validation Of Asserted Restrictions--Computer Software (JUN 1995)
- 252.227-7025 - Limitations On The Use Or Disclosure Of Government-Furnished Information Marked With Restrictive Legends (JUN 1995)
- 252.227-7026 - Deferred Delivery Of Technical Data Or Computer Software (APR 1988)

- 252.227-7030 - Technical Data--Withholding Of Payment (MAR 2000)
- 252.227-7034 - Patents--Subcontracts (APR 1984)
- 252.227-7036 - Declaration Of Technical Data Conformity (JAN 1997)
- 252.227-7037 - Validation Of Restrictive Markings On Technical Data (SEP 1999)
- 252.227-7039 - Patents--Reporting Of Subject Inventions (APR 1990)
- 252.232-7003 - Electronic Submission Of Payment Requests (JAN 2004)
- 252.235-7010 - Acknowledgment Of Support And Disclaimer (MAY 1995)
- 252.235-7011 - Final Scientific Or Technical Report (SEP 1999)
- 252.242-7000 - Post Award Conference (DEC 1991)
- 252.243-7002 - Requests For Equitable Adjustment (MAR 1998)
- 252.244-7000 - Subcontracts For Commercial Items And Commercial Components (DOD Contracts) (MAR 2000)
- 252.245-7001 - Reports Of Government Property (MAY 1994)
- 252.246-7001 - Warranty Of Data (DEC 1991)
- 252.247-7023 - Transportation Of Supplies By Sea (MAY 2002)
- 252.247-7024 - Notification Of Transportation Of Supplies By Sea (MAR 2000)
(will be included if the successful offeror made a negative response to the inquiry at DFARS 252.247-7022)
- 252.251-7000 - Ordering From Government Supply Sources (OCT 2002)

I-2 FAR 52.223-11 - OZONE-DEPLETING SUBSTANCES (MAY 2001)

- (a) *Definitions.* "Ozone-depleting substance", as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as –
- (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
 - (2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING

Contains (or manufactured with, if applicable) * _____, a substance(s)
which harm(s) public health and environment by destroying ozone in the upper atmosphere.

*The Contractor shall insert the name of the substance(s).

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS
SECTION J
LIST OF ATTACHMENTS

- J-1** Attachment (1) - Statement Of Work – 8 Pages, With Exhibit A - DD Form 1423, Contract Data Requirements List, 3 Pages.
- J-2** Attachment (2) - Personnel Qualifications, 3 Pages.
- J-3** Attachment (3) - DD Form 254, Contract Security Classification Specification, Ser 051-03, Dated 20031009, 2 Pages.
- J-4** Attachment (4) – Accounting and Appropriation Data, 1 Page. *
(* To be included at time of award)

PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION - K
REPRESENTATIONS, CERTIFICATIONS
AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS

K-1 Representations, Certifications, and Other Statements of Offerors or Respondents

Each Offeror must submit a completed Representations, Certifications, and Other Statements Of Offerors or Respondents with its proposal which is available electronically in full text at <http://heron.nrl.navy.mil/contracts/rep&certs.htm>

Use Representations and Certifications: A

K-2 FILL IN FOR FAR 52.219-1 - SMALL BUSINESS PROGRAM REPRESENTATIONS (MAR 2001)

The fill in information is as follows:

The NAICS code for this acquisition is: 541511

The small business size standard is: \$21M

SECTION L
INSTRUCTIONS CONDITIONS AND NOTICES
TO OFFERORS OR RESPONDENTS

L-1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

<http://heron.nrl.navy.mil/contracts/home.htm>

FAR CLAUSE TITLE

52.204-6	-	Data Universal Numbering System (DUNS) Number (OCT 2003)
52.204-7	-	Central Contractor Registration (OCT 2003)
52.214-34	-	Submission Of Offers In The English Language (APR 1991)
52.214-35	-	Submission Of Offers In U.S. Currency (APR 1991)
52.215-1	-	Instructions To Offerors- Competitive Acquisition (JAN 2004)
52.215-16	-	Facilities Capital Cost Of Money (JUN 2003)
52.237-10	-	Identification Of Uncompensated Overtime (OCT 1997)

DFAR CLAUSE TITLE

252.209-7001- Disclosure Of Ownership Or Control By The Government Of A Terrorist Country
(MAR 1998)

L-2 INSTRUCTIONS FOR SUBMISSION OF PROPOSALS/OFFERS

All proposals shall be submitted in accordance with FAR 52.215-1- *Instructions to Offerors- Competitive Acquisition*. Proposals/offers submitted in paper media through the United States Postal Service (USPS) or delivery services shall be addressed to:

Contracting Officer, ATTN: Code 3220.CR
Naval Research Laboratory (NRL)
4555 Overlook Avenue, S.W.
Washington, D.C. 20375
Solicitation/RFP No. – N00173-04-R-CR01
Closing Date: March 19, 2004 Time: 4PM Local Time

Proposals may be hand delivered to the Contracting Office, NRL, 4555 Overlook Avenue, S.W., Washington, D.C. 20375, Building 222, Room 115 between the hours of 8AM until 4PM, local time, excluding weekends and federal holidays. NRL is a controlled-access facility. Photo identification will be required. Report first to Building 72, Visitor Control for access to NRL. After receiving a Visitor Pass, proceed directly to Building 222, Room 115, Contracting Office Receptionist to deliver the

proposal. All offerors shall allow sufficient time for delivery of their proposal to the Contracting Office prior to the closing date and time announced in the solicitation. Directions and additional information about NRL is available at <http://www.nrl.navy.mil/aboutdc.htm>

If facsimile proposals are authorized, contracting officers may request offeror(s) to provide the complete; original signed proposal at a later date.

L-3 FAR 52.211-14 - NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

Any contract awarded as a result of this solicitation will be a ☐ DX rated order; ☒ DO rated order certified for national use under the Defense Priorities and Allocations system (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

L-4 FAR 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)ALTERNATE IV (OCT 1997)

(a) Submission of cost or pricing data is not required.

(b) Provide information described in Section L-2, Instructions for Submission and Information Required to Evaluate Proposals.

L-5 FAR 52.216-1 - TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Cost Plus Fixed Fee Term contract resulting from this solicitation.

L-6 FAR 52.233-2 - SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the Control Desk, Code 3200, Bldg. 222, Rm. 115, Naval Research Laboratory, 4555 Overlook Ave., S.W., Washington DC 20375-5326.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L-7 DFARS 252.227-7017 - IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JUN 1995)

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation—

(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

- (2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.
- (b) The identification and assertion requirements in this provision apply only to technical data, including computer software documents, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovative Research Program, the notification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.
- (c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.
- (d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of
Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data Computer Software to be Furnished With Restrictions*	Basis for Assertion **	Asserted Rights Category ***	Name of Person Asserting Restrictions****
(List)*****	(List)	(List)	(List)

* For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such items, component, or process. For computer software or computer software documentation identify the software or documentation.

** Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

*** Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

**** Corporation, individual, or other person, as appropriate.

***** Enter "none" when all data or software will be submitted without restrictions.

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

- (e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.
- (f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

L-8 DFARS 252.227-7028 - TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)

The Offeror shall attach to its offer an identification of all documents or other media incorporating technical data or computer software it intends to deliver under this contract with other than unlimited rights that are identical or substantially similar to documents or other media that the Offeror has produced for, delivered to, or is obligated to deliver to the Government under any contract or subcontract. The attachment shall identify - -

- (a) The contract number under which the data or software were produced;
- (b) The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and
- (c) Any limitations on the Government's rights to use or disclose the data or software, including, when applicable, identification of the earliest date the limitations expire.

L-9 GOVERNMENT-FURNISHED PROPERTY

No material, labor, or facilities will be furnished by the Government unless provided for in the solicitation.

L-10 INQUIRIES CONCERNING THE RFP

Any questions concerning the RFP must be submitted in writing to the Contracting Officer at the location noted in blocks 7 and 9 of the Standard Form 33, "Solicitation, Offer and Award," no less than fifteen (15) days before closing. The Government will not consider questions received after this date. Offerors are cautioned against directing any questions concerning this RFP to technical personnel at the Naval Research Laboratory.

L-11 PROPOSAL ORGANIZATION

(1) Information for the technical/management proposal shall be placed in Volume I and be completely separate from the business proposal (Volume II).

(2) Proposal Format and Length - No attempt is made to restrict the proposal format and style. However, the proposal should be written and organized so as to be compatible with the RFP, the Statement of Work, company's organization and accounting structure, and proposed cost estimate. Offerors are encouraged to use recycled paper and maximize the use of double sided copying when preparing responses to solicitations.

L-12 VOLUME I – TECHNICAL PROPOSAL

REQUIRED COPIES: 1 ORIGINAL AND 4 COPIES.

Offerors must propose in accordance with H-3 Level of Effort, Paragraph (k). If the Offeror uses a labor category other than that identified in Section H-3, the Offeror must provide a matrix clearly relating their proposed labor categories to those in Section H-3.

A. TECHNICAL UNDERSTANDING

The Offeror shall describe an understanding of the technical support requirements in the Statement of Work. Ensure that, at a minimum, the following areas are addressed: Ability to accomplish the full scope of technical requirements anticipated; approach to effective technical performance, including subcontracting; and ability to ensure consistent quality and availability of professional staff.

B. PERSONNEL QUALIFICATIONS

Provide resumes for all proposed personnel relevant to each labor category. The resume must reflect specific experience and qualifications of the proposed personnel relevant to the task(s) in the Statement of Work and previous experience including the degree to which they meet the requirements set forth in the Personnel Qualifications.

C. MANAGEMENT PLAN

The Offeror must provide a detailed management plan that will be followed during contract execution. The Offerors management plan must include the proposed lines of responsibility, authority, and communication through which tasks will be managed, and the procedures to be taken to insure quality control and cost control. The Offeror must define the proposed organizational structure (including responsibilities and reporting structure) for the project, how personnel will be assigned from task to task throughout the contractual period, and how the proposed project team will interface with both the Offerors corporate structure and the Government. The Offeror must provide evidence of accomplished previous projects involving similar research in all task areas set forth in the SOW. The Offeror must identify relevant work performed on previous contracts by including contract number(s), Government agency/commercial entity, dollar amount(s), date(s) of performance, and the name(s) and telephone number(s) of Contracting Officer(s) and technical personnel.

L-13 VOLUME II - BUSINESS PROPOSAL

REQUIRED COPIES: 1 ORIGINAL AND 4 COPIES

(1) COST PROPOSAL

The offeror shall submit a business proposal that includes a cost proposal with supporting information for each cost element consistent with offeror's cost accounting system. The supporting breakdown should include such elements as materials, direct labor, indirect cost, and other costs such as travel. The offeror shall provide exhibits as necessary to substantiate each cost element. Should rates be used in the proposal, which are not DCAA approved, the offeror shall provide complete documentation and the rationale for their use at time of proposal submission. However, offerors are advised to use actual labor rates of proposed personnel as the basis for estimating labor costs when practicable.

L-14 MATERIAL ESTIMATE (FOR EVALUATION PURPOSES ONLY)

The material estimate and other direct costs set forth **MUST** be included in each offeror's cost proposal for evaluation purposes only. During the term of the contract, the contractor will be reimbursed actual and verifiable material and other direct associated expenses.

The Government estimates the material cost for this effort as \$4,000 per year for the basic award and \$4,000 per each option period, if exercised.

L-15 TRAVEL ESTIMATE (FOR EVALUATION PURPOSES ONLY)

The travel estimate and other direct costs set forth **MUST** be included in each offeror's cost proposal for evaluation purposes only. During the term of the contract, the contractor will be reimbursed actual and verifiable travel and other direct associated expenses in accordance with federal travel guidelines.

The Government estimates the travel cost for this effort as \$30,000 per year for the basic award and \$30,000 per each option period, if exercised.

L-16 MULTIPLE AWARDS

The Contracting Officer may make multiple awards resulting from this solicitation.

SECTION M EVALUATION FACTORS FOR AWARD

M-1 EVALUATION

Award will be made to that offeror whose proposal is determined to be the best value to the Government, proposed cost and other factors considered. The Government reserves the right to make award to other than the low offeror. Although the technical factors are more important than the business factors, the closer the technical scores of the various proposals are to one another, the more important the business factors become.

M-2 EVALUATION FACTORS FOR AWARD

Proposals will be evaluated in accordance with the following factors that are listed in descending order of importance. The Management Plan sub-factor is of less importance than each of the Technical Understanding and Personnel Qualifications sub-factors, which are of equal importance.

M-2-1. TECHNICAL FACTORS

(1) TECHNICAL UNDERSTANDING

Evaluation will be based on the offeror's demonstrated knowledge and understanding of each of the technical requirements (task areas) in the Statement of Work.

(2) PERSONNEL QUALIFICATIONS

The proposed personnel will be evaluated on the offeror's ability to provide available personnel with experience, certification, and educational background along with the demonstrated the ability to perform the required tasks in the SOW and the previous experience of the key personnel including the degree to which they meet the requirements set forth in the Personnel Qualifications.

(3) MANAGEMENT PLAN

Evaluation will be based on the extent of corporate experience in performing, accomplishing, defining responsibilities, managing tasks, and accountability related specifically to tasks in the SOW.

M-2-2 BUSINESS FACTORS

(1) COST TO THE GOVERNMENT

Proposed estimated cost to the Government. The Government may adjust the proposed cost for purposes of evaluation based upon an evaluation of cost realism. Cost Realism means that the costs in an offeror's proposal are realistic for the work to be performed; reflect a clear understanding of the requirements; and are consistent with the various elements of the offeror's technical proposal. The cost realism evaluation includes an analysis of the adequacy of the hours, labor mix, and other direct costs to perform the work as proposed in the technical proposal as well as the proposed labor and indirect rates. It also includes evaluation of the likelihood that the risks inherent in the offeror's technical approach will result in higher actual costs than anticipated.

M-3 FAR 52.217-5 - EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

STATEMENT OF WORK FOR DREN INFORMATION ASSURANCE AND SECURITY SERVICES

1.0 BACKGROUND. The Defense Research and Engineering Network (DREN) provides wide area network (WAN) services to High Performance Computing (HPC) users throughout the United States. The DREN Inter-site Services Contract (DISC) currently serves as the contractual vehicle through which AT&T provides digital data transfer services and related technical support services. A follow-on DREN contract was awarded to WorldCom, Inc. and transition efforts from AT&T's WAN under the DISC contract to WorldCom's WAN under the DREN contract are underway. The DoD High Performance Computing Modernization Office (HPCMO) is the program manager and operations manager for the DREN. The DREN Program Manager (DREN PM) at the HPCMO is responsible for initiating and authorizing wide-area network (WAN) connectivity to all DREN users, monitoring the performance of the WAN and providing oversight of the commercial carrier contracts. An additional function of the DREN PM is to provide Information assurance (IA) for the DoD High Performance Computing Modernization Program (HPCMP). A component of this is to explore new information assurance architectures, optimize the structure of the current IA components and document those processes. The Naval Research Laboratory (NRL) supports the DREN PM in accomplishing those goals and objectives.

The Naval Research Laboratory in conjunction with the HPCMO provides support of network security supporting the DREN/Secure DREN (SDREN), and provides technical guidance and performs test, evaluation and certification for the Designated Approving Authority (DAA), HPCMO. This workload encompasses performing Comprehensive Security Assessments, Coordination and maintenance of Network Security Documentation, development of information databases for security and budgetary information, application and developmental computer programming, maintaining the AEGIS database, transitional pricing and scheduling of site installations, and interaction with site points of contact for dissemination and compliance with HPCMO policies.

2.0 SCOPE OF WORK. The contractor shall provide technical and programmatic support to the Government (DREN Program Manager) in executing his core function of oversight of network security services for the High Performance Computing (HPC) center and user community. The contractor shall evaluate the security posture of HPC centers and user sites. The work environment involves continuous and direct participation with the Director of the HPCMO, DREN PM, HPCMP Security Action Officer, HPC site networking personnel and the network service providers regarding security actions that occur within the DREN program. The contractor shall provide the Government with technical services to satisfy the requirements stated herein and to assure that continuity, accountability, and standardization will be maintained with respect to the on-going projects at the HPCMO and NRL-DC. The contractor may be required to provide management and technical assistance at different time frames, which may require overtime, depending on operational command requirements. The Contractor shall provide all source codes for this effort.

3.0 TASKING. The five main tasks are: (a) Perform engineering technical support for the execution of DREN Program Manager's core security management functions, (b) Technical support Comprehensive Security Assessments (CSAs), support of network security services within the program office and at site installations, and (c) Coordination and Maintenance of Network Security Documentation, (d) Intrusion Detection setup, configuration management and monitoring services – Computer Emergency Response Team (CERT) support, (e) Computer application development to include specialized environments for monitoring security and program management functions.

3.1 Security Program Management Support.

3.1.1 The contractor shall provide management support. The contractor shall support the Government in Plan of Management (POM) strategies. This may include analysis, strategic, acquisition planning, briefings and reviews, written or verbal reports regarding the security aspects of the High Performance Computing Modernization Program.

3.1.2 The contractor shall investigate program requirements, perform studies, analyze system/equipment performance and submit recommendations for development, upgrades, modifications, or alterations of security hardware and/or software to improve system operation in the field environment.

3.1.3 The contractor shall study operational requirements to determine system performance criteria and to outline functional requirements. The contractor shall participate in design reviews, technical reviews, and discussions regarding HPCMO security systems, equipment and programs.

3.1.4 The contractor may be required to attend seminars, conferences, and/or specific training courses in support of programs.

3.1.5 The contractor shall analyze system descriptions, specifications and performance, and shall determine requirements for systems, equipment and programs. The contractor shall generate/review Test Plans and procedures that will verify that the system/equipment is operable for its intended purpose.

3.1.6 The contractor shall participate in design reviews, technical reviews, audits and discussions, and shall provide the COR with management status reports. The report may be augmented by oral presentations.

3.2 Support of Network Security Initiatives and CSA Support.

3.2.1 The contractor shall support the Government (HPCMP Security Assessment team) in performing security assessments at HPCMP Shared Resource Center, and verify implementation of HPCMP policy and guidance for user access and clearances, Kerberos and SecurID, and export control and ITAR compliance.

3.2.2 The contractor shall perform penetration testing of the DREN WAN, where necessary (pre-CSA, and post follow-up).

3.2.3 The contractor shall develop DREN specific security plans and implementation procedures.

3.2.4 The contractor shall ensure execution of the generic HPCMP CSA test plan and procedures at sites where designated by the COR.

3.2.5 The contractor shall review security procedures currently in use at the visited DREN and SDREN locations for accuracy and applicability.

3.2.6 The contractor shall provide support to the DoD HPCMO during site visits for DREN issues beyond the immediate security assessment.

3.2.7 The contractor shall communicate HPCMP related concerns to the HPCMP Security Action Officer, during the CSA as well as in summary following the CSA through a trip report.

3.2.8 The contractor shall review the CSA report provided by the CSA team/technical lead for accuracy and consistency. The Contractor shall make recommendations for changes and/or approval of the CSA report.

3.2.9 The contractor shall ensure that the information gathered during the CSA is incorporated into the HPCMP storage and retrieval process. The Contractor shall provide support in the preparation, update and storage of information with other support personnel.

3.3 Coordination and Maintenance of Network Security Documentation.

3.3.1 The contractor shall ensure that the information gathered during the CSA is incorporated into the HPCMP storage and retrieval process. The Contractor shall provide support in the preparation, update and storage of information with other support personnel.

3.3.2 The contractor shall initiate processes to monitor the status of connection approvals, accreditations, CSA schedules, Security website information. All may be applicable to either DREN or SDREN.

3.3.3 The contractor shall update the CSA findings database with latest and most current CSA results.

3.3.4 The contractor shall assist in the preparation of security related memoranda regarding various HPCMP security practices and provide input for the development of HPCMP security policy.

3.3.5 The contractor shall assist in the preparation of accreditation documentation for the HPCMP and its constituent parts.

3.4 HPC Intrusion Detection, Network Management, and CERT Support.

3.4.1 The contractor shall develop and provide Computer Emergency Response Team (CERT) specific solutions.

3.4.2 The contractor shall provide on-site emergent integration for INFOSEC and network related items. The contractor shall support the HPCMP by coordinating the JTF CNO Ports and Protocol policies as they apply to the DREN. The contractor shall provide support to DoD agencies concerning adherence to DoD policies.

3.4.3 The contractor shall assist in the selection, maintenance, configuration management and security of network installed intrusion detection systems.

3.4.4 The contractor shall provide CERT monitoring, maintenance of access control lists, and in-line encryptors.

3.4.5 The contractor shall provide CERT coordination in accordance with CERT Standard Operating Procedures.

3.4.6 The contractor shall evaluate new applications and tools in support of intrusion detection.

3.5 Computer Application and Database Development.

3.5.1 The contractor shall develop databases and tables for use within the HPCMP Office Local Area Network. The database must provide information related to DREN connectivity charges, service provider charges, DREN budget, DREN Service Delivery Orders, Site Connectivity Information (Interface and Transfer Rates), Site Points of Contact, DREN Service Agreements, SDREN Connection Approval Information, Accreditation and Authority to Connect expirations, IP Address Files, HPCMP Office System Accreditations, Ports and Protocol requirements and directives, IAVA compliance, CSA schedules, and DREN office related management files. The databases must provide management reports.

3.5.2 The contractor shall provide support for the distribution of SecurID tokens to shared resource centers. The contractor shall provide support to the Information Environment (IE) system. The contractor shall provide CSA team members and DREN program office personnel accounts at the various shared resource centers.

3.5.3 The contractor shall develop and/or modify software as required in the support of DREN/SDREN initiatives.

3.5.4 The contractor shall review software documentation, specifications, test plans, and software engineering changes. The contractor shall provide support in software verification and validation efforts.

3.6 DREN Backbone Provider Contract Liaison and Monitoring Support

3.6.1 The contractor shall support the DREN PM with backbone service provider contract management. The contractor shall provide analysis of functional community needs by reviewing network utilization statistics and communication with site personnel. The contractor shall provide support for the identification and assessment of specific approaches and techniques, either contractor-proposed or Government initiated, for implementation of communication service changes and the analysis of DREN communication service related financial and accounting data. The contractor shall prepare and present briefings and white papers related to DREN contract status and issues and development of network/site test plans to verify proper communication service levels.

3.6.2 The contractor shall provide technical support for service estimates and service installations including preparation of estimates for future locations, or for modifications/upgrade at current locations. The contractor shall support the Government in coordinating DREN service, Service Delivery Point (SDP) site surveys, installation, test, and any modification to the service.

3.6.3 The contractor shall review and make recommendations for SDP plans.

3.6.4 The contractor shall perform technical problem and fault isolation actions.

3.6.5 The contractor shall coordinate with sites for receipt of complete DREN Service Agreements (DSA) prior to submitting orders for new services. The contractor shall review DSA for completeness/correctness. The contractor shall ensure that collected documentation is properly integrated in to the HPCMO data storage/retrieval system and that associated software tracking mechanisms are updated to reflect the best available data for the site. The contractor shall ensure that the status and level of service is accurately reflected in associated databases and pictorial for program presentations.

3.6.6 The contractor shall provide contract management support by reconciling billing invoices with services provided, and preparing DREN invoices for non-HPCMO funded DREN locations categorized as "buy-in" sites.

4.0 TRAVEL. Travel will be necessary for this effort. Potential travel destinations may include current and future DREN sites as well and locations of service provider:

The DREN is located at numerous CONUS and OCONUS sites and requires travel, as directed, to the Major Share Resource Center (MSRC), Distributed Center (DC), Service Delivery Point (SDP), or Network Access Point (NAP sites listed below:

	Location	Command
1	Aberdeen PG, MD	ARL-APG
2	Adelphi, MD	ARL-Adelphi
3	Albuquerque, NM	ARA
4	Alexandria, VA	DSWA HQ
5	Annapolis, MD	USNA
6	Arlington, VA	HPCMO, AFOSR, MDA HQ
7	Arnold AFB, TN	AEDC
8	Betheda, MD	NSWC-Carderock
9	Brooks AFB, TX	Armstrong Lab
10	Carlisle, PA	Army War College
11	Champaign, IL	CERL
12	Charleston, SC	SPAWAR SC-CHAS
13	Chicago, IL	Ameritech NAP
14	China Lake, CA	NAWC-WD
15	College Park, MD	NGIX
16	Dahlgren, VA	NSWC
17	Dugway, UT	DPG
18	Edwards AFB, CA	Phillips Lab
19	Eglin AFB, FL	96CG
20	El Segundo, CA	Raytheon
21	Fairbanks, AK	ARSC
22	Fort Bliss, TX	
23	Fort Gordon, GA	
24	Fort Leavenworth, KS	
25	Fort Lee, VA	
26	Fort Leonard Wood, MO	
27	Fort Sill, OK	
28	Ft Benning, GA	DBBL
29	Ft Detrick, MD	AMRIID
30	Ft Knox, KY	CECOM - NVESD
31	Ft. Belvoir, VA	ISC
32	Ft. Huachuca, AZ	EPG
33	Ft. Monmouth, NJ	CECOM

34	Ft. Rucker, AL	ATTC
35	Hanover, NH	CRREL
36	Hanscom, MA	Phillips Lab
37	Hazelwood, MO	The Boeing Company
38	Huntsville, AL	SMDC, SMDC-ARC, RTTC
39	Indian Head, MD	NSWC
40	Kirtland AFB, NM	Phillips Lab
41	Lakehurst, NJ	NAWCAD (ECCN)
42	Los Angeles AFB, CA	SMC
43	Maxwell AFB, AL	ACSC
44	Mesa, AZ	AFRL
45	Minneapolis, MN	MSC-AHPCRC
46	Moffett Field, CA	NASA Ames MAE-West
47	Monterrey, CA	NPS, NRL
48	Morro Bay, CA	
49	Natick, MA	USA-SSC
50	Rockville, MD	MCI Network Operations Ctr
51	Newport, RI	NUWC, NWDC
52	Norfolk, VA	MCI PoP
53	Offutt AFB, NE	Air Force Weather
54	Orlando, FL	Naval Air Warfare Center TSD
55	Panama City, FL	NSWC
56	Patuxent River, MD	NAWC-AD
57	Pentagon, DC	Test & Exercise
58	Picatinny Arsenal, NJ	ARDEC
59	Point Mugu, CA	NAWC-WD
60	Port Hueneme, CA	NFESC-(NCEL)
61	Research Triangle, NC	Army Research Office Army Research
62	Rome, NY	Rome Lab
63	San Diego, CA	SSC-SD
64	Schriever (Falcon) AFB, CO	JNIC
65	Seattle, WA	University of Washington
66	Silver Springs, MD	Walter Reed AIR
67	Stennis, MS	NAVO
68	Tucson, AZ	Javelin Project - (RTTC)
69	Tyndall AFB, FL	Armstrong Lab
70	US Air Force Academy, CO	USAFA
71	Vicksburg, MS	ERDC
72	Warren, MI	TACOM-(TARDEC)
73	Washington, DC	NRL, ONI
74	Watervliet, NY	Benet Lab
75	West Point, NY	USMA
76	White Sands, NM	WSMR
77	Wright Patterson AFB, OH	ASC
78	Yuma, AZ	YPG

Form Approved
OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0701-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

Form Approved
OMB No. 0704-0188

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17. PRICE GROUP

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TOTAL PRICE**

17. PRICE GROUP

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TOTAL PRICE**

CONTRACT DATA REQUIREMENTS LIST

(2 Data Items)

Form Approved
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A. CONTRACT LINE ITEM NO. 0002		B. EXHIBIT A		C. CATEGORY: TDP _____ TM- _____ OTHER <input checked="" type="checkbox"/>	
D. SYSTEM / ITEM 0001		E. CONTRACT / PR NO. 55-2212-03		F. CONTRACTOR	
1. DATA ITEM NO. A005		2. TITLE OF DATA ITEM Source Codes / Software Documentation		3. SUBTITLE	
4. AUTHORITY (Data Acquisition Document No.) N/A		5. CONTRACT REFERENCE SOW Para 2.0		6. REQUIRING OFFICE NRL Code 5524	
7. DD 250 REQ NO	9. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION *	14. DISTRIBUTION	
8. APP CODE N/A	N/A	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION	a. ADDRESSEE	b. COPIES
				Draft	Final
					Reg
					Repro
16. REMARKS The contractor shall provide all software documentation related to any system upgraded, modified, or alteration made. The contractor shall provide all source codes to the government. * All source codes must be provided to the COR prior to completion of contract.				COR	1
					2
				15. TOTAL →	
1. DATA ITEM NO. A006		2. TITLE OF DATA ITEM Security Plan / Accreditation Report / Memoranda		3. SUBTITLE	
4. AUTHORITY (Data Acquisition Document No.) N/A		5. CONTRACT REFERENCE SOW Para 3.2, 3.3		6. REQUIRING OFFICE NRL Code 5524	
7. DD 250 REQ NO	9. DIST STATEMENT REQUIRED	10. FREQUENCY *	12. DATE OF FIRST SUBMISSION *	14. DISTRIBUTION	
8. APP CODE N/A	N/A	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION	a. ADDRESSEE	b. COPIES
				Draft	Final
					Reg
					Repro
16. REMARKS The security plan will provide assessments of sites, security procedures, policy and guidance. The COR will detail further documentation as contract progresses. The contractor will assist the Government in the specifics as identified by the COR for the accreditation and memoranda reports. * The COR will identify submission dates to the Government as the contract progresses.				COR	1
					2
15. TOTAL →				1	2
G. PREPARED BY NRL Code 5524		H. DATE 01/14/04	I. APPROVED BY		J. DATE

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

PERSONNEL QUALIFICATIONS

I. Definitions

A. Appropriate Academic Discipline - refers to the fields of physics, engineering (i.e., electrical, electronic, or digital), computer science, or a related technical field such as mathematics.

B. General Experience - includes training and work experience in general scientific or engineering processes and practices.

C. Related Experience - includes training and work experience in one or more of the following areas:

- Project Management
- Software Development
- Computer Engineering
- System Administration

D. Specialized Experience - includes training and work experience in one or more of the following areas:

- Software Development for Testing or Database Applications
- Security Test and Evaluations or Comprehensive Security Assessments
- DoD Information Assurance Policy Requirement
- Computer Incident Response Handling and Management

II. Labor Categories

A. Electrical/Electronics/Telecommunications Engineer (KEY PERSONNEL)

Must have a bachelor's degree in Electrical Engineering or an appropriate academic discipline from an accredited university or college and at least three (3) years of combined general, related, and specialized experience. Must have experience related to programs or systems in the SOW. Must have actual hands-on experience with evaluating Wide Area Network (WAN) with relation to Local Area Network (LAN) connectivity requirements. Must have experience with network performance monitoring tools and techniques. Must have experience with the business aspects of establishing WAN services of DS-3 and higher rates. Must have experience with tracking billing on telecommunications contracts. Must have experience with interfacing with the government site networking point of contact, the Local Exchange Carrier interface and the WAN service provider (experience with MCI or Worldcom is preferred). Must have experience with Defense Research and Engineering Network (DREN/SDREN) network operations electronic equipment and/or system design, installation, and planning. Must have experience with the following architectural elements:

- Defense Research and Engineering Network (DREN)
- Juniper routers
- Multiprotocol Labels Switching (MPLS) Networks
- Asynchronous Transport Mode (ATM) networks
- Secret Defense Research and Engineering Network (SDREN)
- Network Engineering/Administration
- FASTLANE/ATM (KG-75)
- TACLANE/ATM/IP (KG-175)
- Network Encryption System (NES)

B. Information Assurance Engineer

Must have a bachelor's degree in Electrical engineering or an appropriate academic discipline from an accredited university or college and at least three (3) years of combined general, related, and specialized experience. Must have experience related to programs or systems in the SOW. Must have actual hands-on experience with evaluating Wide Area Network (WAN) with relation to Local Area Network (LAN) connectivity requirements. Must have experience with the requirements and performance of Security Test and Evaluations and/or Comprehensive Security Assessments. Must have experience with the requirements of DoDD 8500.1 and DoDI 8500.2 and 5200.40 and have participated in security assessments at sites applying policies and evaluation of site security posture. Must have experience with and demonstrated ability to apply Information Assurance Policies in a working environment. Must have experience with the Information Control aspects of network switches, routers, firewalls, intrusion detection systems and virtual private networks. Must have experience with Defense Research and Engineering Network (DREN/SDREN) network operations electronic equipment and/or system design, installation, and planning, computer system administration of unclassified and classified systems, and the operation of major computer R&D centers. Must have experience with the following architectural elements:

- Defense Research and Engineering Network (DREN)
- Juniper routers
- Multiprotocol Labels Switching (MPLS) Networks
- Asynchronous Transport Mode (ATM) networks
- Secret Defense Research and Engineering Network (SDREN)
- Intrusion Detection Systems (IDS)
- Network Engineering/Administration
- FASTLANE/ATM (KG-75)
- TACLANE/ATM/IP (KG-175)
- Network Encryption System (NES)
- DITSCAP Certification & Accreditation Process

C. Computer Scientist (KEY PERSONNEL)

Must have a bachelor's degree in Computer Science or an appropriate academic discipline from an accredited university or college and at least three (3) years of combined general, related, and specialized experience. Must have experience related to programs or systems in the SOW. Must have actual hands-on experience with Oracle database systems, SQL, C, C++, and/or Basic. Must have experience with prototype software design through all phases of development to delivery of a documents software product. Must have experience with developing database systems to track IAVA compliance and respond to the requirements of DoD 8530. Must have experience with the requirements of Security Test and Evaluations and/or Comprehensive Security Assessments. Must have experience with the requirements of DoDD 8500.1 and DoDI 8500.2 and 5200.40. Must have demonstrated experience in the performance of the Security Test and Evaluation or Comprehensive Security Assessment, which requires the practical application of DoD policy to the evaluation of a site security posture. Must have experience with the security aspects of computer systems and database applications in diverse implementations and settings to adequately participate in Security Assessments. Must have experience with the development of software documentation and user's manuals. Must have experience with development of software specifications. Must have experience with Defense Research and Engineering Network (DREN/SDREN) network operations electronic equipment and/or system design, installation, and planning. Must have experience with the following architectural elements:

- Defense Research and Engineering Network (DREN)
- Secret Defense Research and Engineering Network (SDREN)
- Network Engineering/Administration
- FASTLANE/ATM (KG-75)
- TACLANE/ATM/IP (KG-175)
- Naval Key Management System (NKMS)
- Network Encryption System (NES)
- DITSCAP Certification & Accreditation Process
- Encryption & Authentication Devices (Such as Kerberos & Secure ID)
- Oracle, SQL, Filemaker, Access, and other databases

D. Computer Specialist and/or Program Analyst

Must have at least three (3) years of experience business telecommunications. One (1) year of this experience must have been in preparing reports, collecting, organizing and correlating information for presentation, integrating collected data into an established process that leads to the presentation to senior management, preparation of correspondence in established format from the collected data. Must have a demonstrated ability to examine elements of a program and prepare and organize a unified presentation of data. Must have a demonstrated ability to coordinate scheduling aspects of several tasks, provide updated status reports, and coordinate the collection of data used to prepare program support documentation.

DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION <i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)</i>				1. CLEARANCE AND SAFEGUARDING SER: 051-03 a. FACILITY CLEARANCE REQUIRED <div style="text-align: center; border: 1px solid black; padding: 2px;">SECRET</div> b. LEVEL OF SAFEGUARDING REQUIRED <div style="text-align: center; border: 1px solid black; padding: 2px;">NONE</div>																																																																																					
2. THIS SPECIFICATION IS FOR: <i>(X and complete as applicable)</i>			3. THIS SPECIFICATION IS: <i>(X and complete as applicable)</i>																																																																																						
a. PRIME CONTRACT NUMBER		X	a. ORIGINAL <i>(Complete date in all cases)</i>		DATE (YYYYMMDD) 20031009																																																																																				
b. SUBCONTRACT NUMBER			b. REVISED <i>(Supersedes all previous specs)</i>	REVISION NO.	DATE (YYYYMMDD)																																																																																				
X	c. SOLICITATION OR OTHER NUMBER 55-2212-03	DUE DATE (YYYYMMDD)	c. FINAL <i>(Complete Item 5 in all cases)</i>		DATE (YYYYMMDD)																																																																																				
4. IS THIS A FOLLOW-ON CONTRACT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following: Classified material received or generated under _____ <i>(Preceding Contract Number)</i> is transferred to this follow-on contract.																																																																																									
5. IS THIS A FINAL DD FORM 254? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following: In response to the contractor's request dated _____, retention of the classified material is authorized for the period of _____.																																																																																									
6. CONTRACTOR <i>(Include Commercial and Government Entity (CAGE) Code)</i>																																																																																									
a. NAME, ADDRESS, AND ZIP CODE FOR RFP PURPOSES ONLY, NOT VALID FOR ACTUAL CONTRACT.		b. CAGE CODE	c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i> N/A																																																																																						
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9. GENERAL IDENTIFICATION OF THIS PROCUREMENT COMMUNICATIONS SYSTEMS INSTRUMENTATION AND INTEGRATION SUPPORT																																																																																									
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 35%;">10. CONTRACTOR WILL REQUIRE ACCESS TO:</th> <th style="width: 5%;">YES</th> <th style="width: 5%;">NO</th> <th style="width: 35%;">11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:</th> <th style="width: 5%;">YES</th> <th style="width: 5%;">NO</th> </tr> <tr> <td>a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION</td> <td></td> <td style="text-align: center;">X</td> <td>a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY</td> <td style="text-align: center;">X</td> <td></td> </tr> <tr> <td>b. RESTRICTED DATA</td> <td></td> <td style="text-align: center;">X</td> <td>b. RECEIVE CLASSIFIED DOCUMENTS ONLY</td> <td></td> <td style="text-align: center;">X</td> </tr> <tr> <td>c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION</td> <td></td> <td style="text-align: center;">X</td> <td>c. RECEIVE AND GENERATE CLASSIFIED MATERIAL</td> <td></td> <td style="text-align: center;">X</td> </tr> <tr> <td>d. FORMERLY RESTRICTED DATA</td> <td></td> <td style="text-align: center;">X</td> <td>d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE</td> <td></td> <td style="text-align: center;">X</td> </tr> <tr> <td>e. INTELLIGENCE INFORMATION</td> <td></td> <td style="text-align: center;">X</td> <td>e. PERFORM SERVICES ONLY</td> <td></td> <td style="text-align: center;">X</td> </tr> <tr> <td> (1) Sensitive Compartmented Information (SCI)</td> <td></td> <td style="text-align: center;">X</td> <td>f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES</td> <td></td> <td style="text-align: center;">X</td> </tr> <tr> <td> (2) Non-SCI</td> <td></td> <td style="text-align: center;">X</td> <td>g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER</td> <td></td> <td style="text-align: center;">X</td> </tr> <tr> <td>f. SPECIAL ACCESS INFORMATION</td> <td></td> <td style="text-align: center;">X</td> <td>h. REQUIRE A COMSEC ACCOUNT</td> <td></td> <td style="text-align: center;">X</td> </tr> <tr> <td>g. NATO INFORMATION</td> <td></td> <td style="text-align: center;">X</td> <td>i. HAVE TEMPEST REQUIREMENTS</td> <td></td> <td style="text-align: center;">X</td> </tr> <tr> <td>h. FOREIGN GOVERNMENT INFORMATION</td> <td></td> <td style="text-align: center;">X</td> <td>j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS</td> <td></td> <td style="text-align: center;">X</td> </tr> <tr> <td>i. LIMITED DISSEMINATION INFORMATION</td> <td style="text-align: center;">X</td> <td></td> <td>k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE</td> <td></td> <td style="text-align: center;">X</td> </tr> <tr> <td>j. FOR OFFICIAL USE ONLY INFORMATION</td> <td style="text-align: center;">X</td> <td></td> <td>l. OTHER <i>(Specify)</i></td> <td></td> <td></td> </tr> <tr> <td>k. OTHER <i>(Specify)</i></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table>						10. CONTRACTOR WILL REQUIRE ACCESS TO:	YES	NO	11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:	YES	NO	a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION		X	a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY	X		b. RESTRICTED DATA		X	b. RECEIVE CLASSIFIED DOCUMENTS ONLY		X	c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION		X	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL		X	d. FORMERLY RESTRICTED DATA		X	d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE		X	e. INTELLIGENCE INFORMATION		X	e. PERFORM SERVICES ONLY		X	(1) Sensitive Compartmented Information (SCI)		X	f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES		X	(2) Non-SCI		X	g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER		X	f. SPECIAL ACCESS INFORMATION		X	h. REQUIRE A COMSEC ACCOUNT		X	g. NATO INFORMATION		X	i. HAVE TEMPEST REQUIREMENTS		X	h. FOREIGN GOVERNMENT INFORMATION		X	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS		X	i. LIMITED DISSEMINATION INFORMATION	X		k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE		X	j. FOR OFFICIAL USE ONLY INFORMATION	X		l. OTHER <i>(Specify)</i>			k. OTHER <i>(Specify)</i>					
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k. OTHER <i>(Specify)</i>																																																																																									

NKH Contract Div
14 Oct 03
9:08am

- 12. PUBLIC RELEASE.** Any information (*classified or unclassified*) pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release ☐ Direct ☒ Through (*Specify*)

COMMANDING OFFICER, NAVAL RESEARCH LABORATORY, WASHINGTON, DC 20375-5320, CODE 5524

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)* for review.
*In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

- 13. SECURITY GUIDANCE.** The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (*Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.*)

Access to classified information is not required for the purpose of submitting a bid/proposal for this statement of work. However, prior to award of contract, the successful contractor will be required to have a SECRET facility clearance, and personnel available with DoD granted personnel security clearances commensurate with level of access required for performance of contract.

- 14. ADDITIONAL SECURITY REQUIREMENTS.** Requirements, in addition to ISM requirements, are established for this contract. ☐ Yes ☒ No
(*If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.*)

- 15. INSPECTIONS.** Elements of this contract are outside the inspection responsibility of the cognizant security office. ☐ Yes ☒ No
(*If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.*)

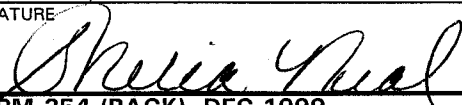
- 16. CERTIFICATION AND SIGNATURE.** Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL SHELIA NEAL	b. TITLE CONTRACTING OFFICER, SECURITY	c. TELEPHONE (<i>Include Area Code</i>) (202) 767-2240/2391
---	---	--

d. ADDRESS (*Include Zip Code*)

NAVAL RESEARCH LABORATORY
4555 OVERLOOK AVE. SW
WASHINGTON, DC 20375-5320

e. SIGNATURE



17. REQUIRED DISTRIBUTION

- | | |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | a. CONTRACTOR |
| <input type="checkbox"/> | b. SUBCONTRACTOR |
| <input checked="" type="checkbox"/> | c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR |
| <input type="checkbox"/> | d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION |
| <input type="checkbox"/> | e. ADMINISTRATIVE CONTRACTING OFFICER |
| <input checked="" type="checkbox"/> | f. OTHERS AS NECESSARY 1221.11, 5524, 5502 |